

# **EXHIBIT C**

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May 21, 2025

## **BY E-MAIL**

Letter Recipients: See Attachment 1 following this letter

Re: Brand Little and Robin Burns v. Pacific Seafood Procurement, LLC, et al.;  
Case No. 3:23-cv-01098-AGT

Dear Counsel:

I write regarding a subpoena that I understand is in the process of being served on a third-party witness, Ozzie Gregorio, in the above-referenced case. It is my understanding that the subpoena has not yet been served. It is also my understanding that compliance with the subpoena will require Mr. Gregorio to consult legal counsel and obtain advice regarding compliance and various objections that he may have. As a third-party witness, Rule 45 protects third-party witnesses from undue burden and expense.

I do not currently represent Mr. Gregorio. However, provided that all legal fees and costs for legal services necessary to advise Mr. Gregorio regarding compliance and objections to the subpoena are paid by legal counsel representing the respective parties in the above-referenced action, and provided that the Court found such arrangement appropriate and so approved payment of legal fees and costs and ordered such payment by legal counsel, our firm would be prepared to represent and advise Mr. Gregorio regarding his compliance with the subpoena and any objections that he may have. Our representation of Mr. Gregorio would be limited to advising him regarding the subpoena to be issued to him in the above-referenced case, assisting him with the production of such documents, including representing him with respect to any testimony that may be required in connection with such production, any necessary motion practice, and nothing else.

I therefore write to inquire whether legal counsel will stipulate to the payment of our firm's legal fees and costs in advising Mr. Gregorio for the limited purpose referenced above. If you are both agreeable to the foregoing, I would thereafter request that legal counsel submit a

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stipulation to the court in the above-referenced action requesting approval of such payment and issuance of an order consistent therewith.

Please advise whether you are so agreeable. Also, if there is any counsel who has not been copied on this email who should be copied in the future, please let me know.

Very truly yours,



Nicholas P. Connon

NPC:kaa  
Attachment

# **Attachment 1**

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